



**MONTCLAIR STATE**  
UNIVERSITY

Montclair, NJ 07043

**ADDENDUM NO. 2**

**Request for Proposal # 1279 Waiver of Advertising  
Pouring Rights  
February 27, 2017**

Date of Original Bidding Documents: February 3, 2017  
Addendum No. 1: February 14, 2017

**INTENT:** This Addendum forms a part of the Contract Documents and modifies the Original Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

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**I. Points of Information:**

1. **QUESTION:** Does the Red Bull agreement cover all sporting events or just soccer as stated in the RFP?

*RESPONSE: The Red Bull agreement is limited to soccer events at Pittser Field. The University will continue to sell Red Bull beverage at retail dining locations.*

2. **QUESTION:** What does “participation” mean for us when it comes to the following events:

- a. **Scholarship Dinner (Are we to purchase a total to have company representation? If so, please supply cost.)**

*RESPONSE: Provide sponsorship for the annual scholarship dinner at a minimum level of gold which is \$15,000 to a maximum of premier, which is \$50,000 for 2017. Company representation is recommended, but not required. Sponsorship levels change from year to year. See the link to review 2017 levels:*

<https://www.montclair.edu/scholarship-dinner/tickets-and-sponsorships/>

- b. **Red Hawk Golf Outing (Pepsico Foursome/ Tee Sponsor)?**

*RESPONSE: For the 2016 event, the sponsorship levels were:*

*Entry fee: \$350 (tax deduction \$125)*

*Foursome: \$1,400 (tax deduction \$500)*

*Foursome/Hole Sponsor Package: \$1,800 (tax deduction \$900)*

*Cocktails/dinner only: \$100 (tax deduction \$75)*

*For further details on the 2016, please refer to <http://www.montclair.edu/red-hawk-open/>*

- c. **Student Government Dinner (Are we to purchase a total to have company representation? IF so, please supply cost.)**

*RESPONSE: Annual scholarship donation of \$5,000, representation is not required.*

- d. **Red Hawk Day (Pepsico sampling/product donation)?**

*RESPONSE: The University will request product donation of bottled water.*

- e. **Red Hawk Fall frenzy (Pepsico sampling/ product donation)?**

*RESPONSE: The University will request product sampling offered for a minimum of four scheduled events and product donation.*

- f. **Homecoming (Pepsico sampling/ product donation)?**

*RESPONSE: The University will request product donation of bottled water.*

- g. **Athletic Events (product donation)?**

*RESPONSE: Each bidder must propose how their company would support the University athletic events as permitted by Division III NCAA regulations.*

- h. **Greek Week (Pepsico sampling/ product donation)?**

*RESPONSE: The University will require product sampling and product donation offered for a maximum of two events to be determined annually.*

- i. **World's Fair (Pepsico sampling/ product donation)?**

*RESPONSE: The University will require representation at a table for sampling of product and product donation for the event.*

3. **QUESTION: As you stated in the RFP, all national Pepsi / Coke accounts are to remain Pepsi or Coke as per their national contracts? Typically from our experience, whoever has the exclusive pouring rights at a university regardless of national agreements would supply the beverages. PepsiCo and Coke have exclusive contract with other universities where you would see Pizza Hut pouring Coke and Burge King pouring Pepsi.**

*RESPONSE: The University Pouring Rights Agreement will prevail except in cases where a brand partner is unwilling or unable to change due to contractual obligations.*

4. **QUESTION:** Are there plans to increase student housing and expansion on University entities? If so, please provide time frame.

*RESPONSE: At this time, there are no plans to increase student housing and expansion to University entities.*

5. **QUESTION:** RFP Letter States “Bidder must complete and submit with its proposal in a separate package, sealed and included with your submittal: Appendix 1 & Attachments 1-8. Can you verify that the Appendix 1 and Attachments 1-8 can be in the same package as our proposal? Or do you want Appendix 1 and Attachments 1-8 in a separate envelope from our proposal submittal?”

*RESPONSE: The bidders’ proposals and all the required documents, including Appendix 1 and Attachments 1 through 8, are to be submitted in the same sealed package clearly labeled with the bidder’s name and RFP #1279W Pouring Rights.*

6. **QUESTION:** RFP Page 1 has a statement that says “...right to separately procure individual requirements that are subject of the awarded contract during the contract term...”. Can you provide an example of what is meant by this? Provide an example?

*RESPONSE: The University will primarily dispense and sell products from the awarded bidder while still being able to procure and then sell products from non-awarded suppliers. As noted in Section 1 Purpose and Intent, the awarded Pouring Rights contract will be partially exclusive with respect to beverages dispensed and sold at the University.*

7. **QUESTION:** RFP Page 5 – Scope of Work – Vending: Can you confirm that Canteen, as the vending contractor, will abide by the winning beverage company and only vend their products? Or will there be carve outs in vending for competitive products?

*RESPONSE: Canteen will comply with the beverage agreement.*

8. **QUESTION:** RFP Page 5 – Scope of Work – Retail Locations at 90/10:

- a. How will the 10% space be allocated?

*RESPONSE: The 10% space allocation will be determined by the University and Chartwells.*

- b. Who will decide what products go in the 10% space?

*RESPONSE: The 10% space allocation will be determined by the University and Chartwells.*

- c. What coolers will the 10% beverages be placed in on-campus?

*RESPONSE: This decision will not be determined until the contract is awarded and plan-o-grams are designed. Until these events occur, the physical location of the 10% coolers cannot be determined.*

9. **QUESTION:** RFP Page 5 – Scope of Work – Dunkin Donuts exception - Does Chartwells operate the Dunkin Donuts location?

*RESPONSE: Chartwells operates both Dunkin Donuts locations on campus. Chartwells is not the direct franchisee of Dunkin Donuts on campus; they are a sub of the local master franchiser.*

10. **QUESTION:** RFP Page 5, Scope of Work – Dunkin Donuts and other national food service brands - Pepsi has various campuses across the country, including campuses that utilize a foodservice contractor (i.e. Chartwells) where national foodservice brands follow the campus pouring rights agreement regardless of the foodservice brands national pouring rights partner. Pepsi would request that if these foodservice brands are operated by Chartwells, then they follow the campus pouring rights agreement. Pepsi can provide other campuses as examples where this takes place if desired by Montclair State.

*RESPONSE: The University will take this request into consideration. The University's Pouring Rights Agreement will prevail except in cases where a brand partner is unwilling or unable to change due to contractual obligations.*

11. **QUESTION:** RFP Page 5, Scope of Work – Red Bull Soccer team:

- a. Does Red Bull get space to sell products on campus for this sponsorship?

*RESPONSE: Yes.*

- b. Are they part of the 10% or all of the 10%?

*RESPONSE: Red Bull is part of the 10% set aside.*

- c. If not part of 10%, how is their space determined?

*RESPONSE: Red Bull beverages will be part of the 10% allocation. Their space will be determined by the University and Chartwells.*

12. **QUESTION:** RFP Page 5, Scope of Work – University Dining Location list: Locations in this list that have fountain, will they be part of the 100% exclusivity portion for the winning bidder? If they are not, how will fountain beverage sales be determined?

*RESPONSE: Yes. All fountains listed will be serviced by awarded bidder. Sales can be reported by syrup consumption and / or the number of beverages sold via the University's Point of Sale system.*

13. **QUESTION:** RFP Page 5, Scope of Work – Chartwells & Canteen:

- a. When does the University contract with Chartwells expire?

- b. When does the University vending contract expire with Canteen?

*RESPONSE: The University's dining services contract with Chartwells, including the vending services provided by Canteen, will expire in June 2029.*

14. **QUESTION:** RFP Page 13, Number of Copies: Can you confirm that the University is looking for 6 copies on a flash drive/ thumb drive and not 6 hard copies (printed).

*RESPONSE: Yes, the University is requiring that each bidder submit one original bid proposal in hard copy format and six full, complete and exact copies of the bid proposal in a thumb drive format.*

15. **QUESTION:** RFP Page 14, Financial Capability - RFP requests audited financial statement or lists other financial records to be included. As a Fortune 500 Public Company, our financial statements are available on our corporate website each year. Are we required to submit this information or can we provide details on where all of our public financial statements are available?

*RESPONSE: This information must be submitted in hard copy format with the original bid proposal. The link to your financial statements on the corporate web site may be used for the six thumb drive submittals.*

16. **QUESTION:** RFP Appendix 2 – Beverage Machine Inventory:

- a. Who owns the ice makers on campus?

*RESPONSE: The University owns the ice makers on campus.*

- b. Coke Freestyle unit on campus, who pays the monthly lease fee?

*RESPONSE: Chartwells.*

17. **QUESTION:** Cover Page, #3 Friday, March 10, 2017 – Requesting an extension on the RFP Scheduled Due of March 10th to March 31st?

*RESPONSE: The due date for bidders to submit their proposal and six (6) completed copies of the original on a thumb drive is extended to on or before Friday, March 17, 2017.*

18. **QUESTION:** Page 1, Purpose and Intent - The final sentence of the second paragraph. Despite claiming certain exclusivity rights, this section would permit the University to purchase competitive products at any point during the Term when it is deemed in the University's "best interest." Can you please provide an example of Best Interest?

*RESPONSE: This verbiage allows the University flexibility in special circumstances to procure needed items from a source outside of its contractual obligations. Some examples, but not limited to, could be: (a) special events targeting a specific group with set dietary guidelines or (b) a period in the academic calendar where consumption is low.*

**19. QUESTION:** Page 2, 2. Background - 80 vending machines 44 of which are beverages. How many of the 44 are Coke? What is the breakdown on type of all vending machines? Stack Vending Machines or Glass Vend Fronts? Size? Brand Graphics?

*RESPONSE: All beverage vending machines are glass vend except Snapple. The number of vending machines increases with the opening of new buildings. As of October 2016, the counts are:*

<i>Brand</i>	<i>Number of Vending Machines</i>
<i>Aquafina</i>	<i>4</i>
<i>Coke</i>	<i>23</i>
<i>Dasani</i>	<i>3</i>
<i>Pepsi</i>	<i>9</i>
<i>Snapple</i>	<i>3</i>

**20. QUESTION:** PAGE 2, 3. Key Events - For us to submit our best proposal could we schedule a site visit to survey MSU and identify all needs, opportunities and expectations to complete a beverage strategy?

*RESPONSE: A site visit will be held on Monday, March 6, 2017. We will meet on campus at the Student Center, near the Main Desk on the first floor, at 9:30 AM. It is important that your team arrives on time to allow time for sign-in.*

*Submit the names and titles of the three representatives from your organization who will attend to Procurement Services by no later than 12 noon on Friday, March 3rd.*

**21. QUESTION:** Page 4, 12. General Definitions: “Contract” is defined to include the RFP and the actual proposal, in addition to the form agreement. We would prefer that all terms and conditions are contained in one final written agreement, rather than incorporating a whole bunch of separate forms/documents – as it gets confusing when there are exceptions to provisions in the RFP and forces both parties to review multiple documents to understand our obligations. Would this be possible?

*RESPONSE: No.*

**22. QUESTION:** Page 5, 14. Scope of Work - To improve sales and availability of beverages to students will the awarded bidder be able to implement Merchandising Tools, Marketing Strategies and Value added programs?

*RESPONSE: This decision will be made in conjunction with the University, Chartwells and the awarded bidder. An annual marketing outline will be proposed by the awarded bidders. This marketing calendar will be reviewed with the University and Chartwells in June of each contract year.*

**23. QUESTION:** Page 5, 14. Scope of Work - The University has the exclusive right to approve items to be sold. Can MSU define unsuitable and or damaging to interests?

**RESPONSE:** *Currently, there are no banned beverage products on campus. This will be handled on a case by case basis. If the University deems a particular product as unsuitable or damaging to its interests, we will expect that the product not be made available for sale on campus.*

- 24. QUESTION:** Page 5, 14. Scope of Work, Catering - 90/10 limit. What would be the 10%? Would it be a competitive product? Examples? If we have a similar package or brand would we be preferred?

**RESPONSE:** *Since the beverage landscape is forever changing, the University reserves the right to offer up to 10% of non-preferred products. Examples would be, but not exclusive to MSU logo water and Red Bull. The University would review our partner beverage offering and continue to evaluate alternative options.*

- 25. QUESTION:** Page 6, Scope of Work, Red Bull Soccer Team – Red Bull Energy products would only be available during Red Bull Soccer events and not at other campus venues?

**RESPONSE:** *This bullet point for Red Bulls Soccer Team states, “Red Bulls Soccer Team game day matches are sponsored by Red Bull Energy Drink and their beverage agreements will prevail.” Red Bull beverage products will be available for sale at Red Bull soccer events and retail dining locations throughout the duration of the contract.*

- 26. QUESTION:** Page 6, 14. Scope of Work, University Venues – At athletic games and theater events is their beverage hawking in stands?

**RESPONSE:** *RESPONSE: Currently, there is no hawking in the stands, only concession stands.*

- 27. QUESTION:** Page 6, 14. Scope of Work, University Venues - Are there any offsite campuses or satellite MSU venues with beverage availability?

**RESPONSE:** No.

- 28. QUESTION:** Page 6, 14. Scope of Work, University Venues – Is there any beverage availability with Floyd Hall Arena?

**RESPONSE:** *As of the time of this RFP, MSU Dining Services does not provide food or beverage services to this location.*

- 29. QUESTION:** Page 6, 14. Scope of Work, University Venues – Is there any beverage availability with Yogi Berra Stadium?

**RESPONSE:** *Please see response to Question #28.*

- 30. QUESTION:** Page 7, 14. Scope of Work – University Venues – Follett Bookstore is a dry location with no beverage sales?

**RESPONSE:** *Yes, Follett Bookstore is a dry location with no beverage sales.*

**31. QUESTION:** Page 15, 26. Items Ordered and Delivered - This provision allows the University to terminate the agreement if the Company delivers any products not ordered by the University. This is an extremely harsh penalty for this type of incident. Can we request that the University won't pay for the non-ordered product and the Company has to pick it up and remove it at the Company's expense?

*RESPONSE: The above statement is acceptable. Chartwells and Canteen order all beverage products for resale at the University.*

**32. QUESTION:** Page 17, 31. Contract Award - The University to award the bid in whole or "in part." The University could accept part of our bid and then part of a competitor's bid?

*RESPONSE: The University will award one bidder a partially exclusive strategic partnership for Pouring Rights with respect to beverages dispensed and sold at the University's venues.*

**33. QUESTION:** Page 27, Appendix 2 – How many MSU Coolers are dedicated open air coolers with beverages? Where?

*RESPONSE: The only dedicated open air cooler with beverages resides at Chilis. There are open air coolers located at other dining venues. Beverage makes up a small percentage of product offered in open air coolers. Not all, but most individual beverages are sold via a cold vault or reach-in cooler and vending.*

**34. QUESTION:** Page 27, Appendix 2 – How many dedicated MSU Cold Vaults with beverages? Where?

*RESPONSE: There are 4 locations with non-exclusive beverage cold vaults, as listed below:*

*Student Center Outtakes*

*Blanton Outtakes*

*The Venture Café at the School of Business*

*Au Bon Pain at Sprague Library / Café Diem*

**35. QUESTION:** Page 27, Appendix 2 – Are there any fountain tea urns available? Are they brewed tea or fountain gallons?

*RESPONSE: See below table.*

<i>University Venue Location</i>	<i>Tea Service Available / Brand</i>
<i>Student Center</i>	<i>2 bag box Lipton</i>
<i>Chilis</i>	<i>2 bag box Lipton</i>
<i>Red Hawk Diner</i>	<i>1 fresh brew tea bags</i>
<i>Sam's Place</i>	<i>1 Matte fresh brew</i>
<i>Student Center Dining Room</i>	<i>1 Matte fresh brew</i>

**36. QUESTION:** Page 27, Appendix 2 – If the tea urns are Lipton, how many gallons?

*RESPONSE: Usage is determined by Bag in Box purchases. The Point of Sale system does not track types of fountain beverages sold.*

**37. QUESTION:** Page 27, Appendix 2 – Is any of the fountain equipment Seasonable?

*RESPONSE: Locations with fountains are defined below by number of months in use time. The fountains are not removed seasonally.*

<i>University Venue Location</i>	<i>Number of Months In Use</i>
<i>Sam's Place</i>	<i>10</i>
<i>Freeman</i>	<i>9</i>
<i>Rathskeller / 2.Mato</i>	<i>9</i>
<i>Student Center Café</i>	<i>9</i>
<i>Blanton Outtakes / Which Which</i>	<i>9</i>
<i>Venture Café</i>	<i>11</i>
<i>Red Hawk Diner</i>	<i>12</i>

**38. QUESTION:** Page 28 – 33, Appendix 3 – Fountain volume bag in the box is provided in the RFP but what is the volume by brand and flavor?

*RESPONSE: The University does not have that level of detail available.*

**39. QUESTION:** Page 28 – 33, Appendix 3, Fountain cup volume is not provided? Will MSU purchase Coca-Cola trademark fountain cups?

*RESPONSE: Current cups are MSU logo. Co-branding of the cups will be mutually agreed upon between the University and the awarded bidder.*

**40. QUESTION:** Page 28 -33, Appendix 3, Is the Canteen Vending bottle/can volume in units of 1 package?

*RESPONSE: The unit measurement is by case.*

**41. QUESTION:** Page 28 – 33, Appendix 3, Is the Chartwells’ fountain volume in units of 1 gallon?

*RESPONSE: The volume is in Bag in Box unit measurements.*

<i>Beverage</i>	<i>Bag in Box Volume</i>
<i>Soda</i>	<i>5 gallons syrup</i>
<i>Sobe / Gatorade</i>	<i>3 gallons</i>
<i>Tea</i>	<i>2.5 gallons</i>

**42. QUESTION:** Page 28 – 33, Appendix 3, Is the Chartwells Bottle/Can Volume in units equal to 1 case?

*RESPONSE: Yes.*

**43. QUESTION:** PAGE 28 – 33, Appendix 3, Fountain CO<sub>2</sub> tanks volume is not provided? Will MSU purchase Fountain CO<sub>2</sub> tanks from awarded bidder?

*RESPONSE: The University does not purchase CO<sub>2</sub> product. Chartwells purchases all CO<sub>2</sub> products and has an agreement in place with a CO<sub>2</sub> provider.*

**II. Special Notice of Bid Extension:**

*The due date for bidders to submit their original hard copy proposal and six (6) separate complete copies of the original in thumb drive format is extended to on or before Friday, March 17, 2017.*

**III. Changes to Prior Addenda:**

NOT USED

**IV. Changes to Bidding Requirements:**

*A site visit will be held on Monday, March 6, 2017. We will meet at 9:30 am on campus at the Student Center, near the Main Desk on the first floor. It is important that your team arrives on time to allow for sign-in. Submit the names and titles of the three (3) organizational representatives who will attend to Patricia Stolarz, and copy Christine Palma, Procurement Services by 12 noon on Friday, March 3rd.*

**V. Changes to Agreement and Other Contract Forms:**

NOT USED

**VI. Changes to Conditions of the Contract:**

NOT USED

**VII. Changes to Specifications:**

NOT USED

**VIII. Changes to Drawings:**

NOT USED

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Please acknowledge receipt of this Addendum No. 2 via fax. The fax number is 973-655-5468.

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Company Name (please print)

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Date

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Signature

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Title

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